



STATE OF IOWA  
MASTER AGREEMENT

MA# 005 CT2966-06 2

EFFECTIVE BEGIN DATE: 11-18-2005  
EXPIRATION DATE: 12-31-2006  
PAGE: 1 of 7

BUYER : DOUGLAS REED  
Doug.Reed@iowa.gov  
515-242-6151

FOB

PAYMENT TERMS (%): DAYS:

**VENDOR:**

Pat Clemons Chev-Buick-  
Chrysler-Plymouth-Dodge  
1720 S Marshall St  
Boone, IA 50036  
USA

**VENDOR CONTACT:**

MICHAEL CLEMONS  
PHONE: 515-432-5150 EXT:  
EMAIL:  
VENDOR #: 42103404100

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**DESCRIPTION OF ITEMS CONTRACTED**

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**VEHICLES, 2006 MODEL YEAR FLEET**

Contract To Provide Fleet Vehicles Pursuant To The Specifications, Terms And Conditions Of eRFB # S800 Dated October 12, 2005, That Is On File With The Department Of Administrative Services, General Services Enterprise - Purchasing, Hoover Building, Level A, Des Moines, Iowa 50319-0105 Prices On This Contract Are Only Available As Long As The Vehicle Is Being Built By The Manufacturer.

Fob - Destination - Des Moines, Direct Factory Delivery Contract End Date Is Determined By Factory Notification Of Order Acceptance Deadlines. Successful Vendor Will Know The Ordering Dates For Each Vehicle.

See attachment(s).

**Vendor Contact:**

Pat Clemons Chevrolet  
1720 S. Marshall  
Boone, IA 50036  
Attention: Chris Williams  
Phone: 515-432-5150  
Fax: 515-432-5176  
E-mail: fleet@patclemons.com

**RENEWAL PERIODS**

**FROM** 01-01-2007 **TO** 12-31-2007

**THRESHOLDS**

**MINIMUM ORDER AMOUNT:**  
**MAXIMUM ORDER AMOUNT:**  
**NOT TO EXCEED AMOUNT:**

**AUTHORIZED DEPARTMENT**

005 Administrative Services, Dept  
SUB Political Sub-divisions  
ALL

**TOTAL \$0.00**

**VENDOR:**

\_\_\_\_\_

**APPROVED BY:**

\_\_\_\_\_

THIS MA IS SUBJECT TO THE TERMS AND  
CONDITIONS ATTACHED HERETO.  
PLEASE SEE ATTACHMENTS FOR  
FURTHER DESCRIPTIONS.



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LINE NO.	QUANTITY / SERVICE DATES	UNIT	COMMODITY / DESCRIPTION	UNIT COST / PRICE OF SERVICE
1	0.00000		07093571508  15 PASSENGER VAN If you request that the dealer deliver a vehicle to locations other than to the Iowa State University in Ames, the delivery cost is limited to a fee of \$1.00 per mile (one way). Spec. # FVN14, ISU, of eRFB # S800 10/12/05. EXTENDED FULL SIZE WINDOW VAN W/ 15 PASSENGER SEATING: 9200 LB. GVWR minimum, V8 Engine, Automatic Transmission. Make: Chevy Model: Express 3550 Pass CG33706-1LS Bid Price: \$21,212.00 Prompt payment discount (if paid within 20 days) reduces price to \$21,169.58 Price May Change Due To Additions And Deletions On Options As Required.	\$0.000000 \$0.000000
2	0.00000		07048  Trucks (One Ton and Less Capacity) If you request that the dealer deliver a vehicle to locations other than to the University of Iowa in Iowa City, the delivery cost is limited to a fee of \$1.00 per mile (one way). Spec. # HPU14, U of I, of eRFB # S800 10/12/05. LARGE EXTENDED CAB PICKUP w/4-WHEEL DRIVE: 8,600 lb. GVWR minimum, 8-foot Straight Side Body, V-8 Engine, Automatic Transmission. Make: Chevy Model: Silverado CK25953-1LS Bid Price: \$21,084.00 Prompt payment discount (if paid within 20 days) reduces price to \$21,041.83 Price May Change Due To Additions And Deletions On Options As Required.	\$0.000000 \$0.000000
3	0.00000		07048  Trucks (One Ton and Less Capacity) If you request that the dealer deliver If you request that the dealer deliver a vehicle to locations other than to DAS Fleet Services in Des Moines, the delivery cost is limited to a fee of \$1.00 per mile (one way). Spec. # HPU16, DAS, of eRFB # S800 10/12/05. LARGE CREW CAB PICKUP w/4-WHEEL DRIVE: 9,200 lb. GVWR minimum, 8 ft. Straight Side Body, V-8 Engine, Automatic Transmission. Make: Chevy Model: Silverado CK25943-1LS Bid Price: \$24,083.00 Prompt payment discount (if paid within 20 days) reduces price to \$24,034.83 Price May Change Due To Additions And Deletions On Options As Required.	\$0.000000 \$0.000000
4	0.00000		07048  Trucks (One Ton and Less Capacity) If you request that the dealer deliver a vehicle to locations other than to the Iowa State University in Ames, the delivery cost is limited to a fee of \$1.00 per mile (one way). Spec. # HPU27, ISU, of eRFB # S800 10/12/05. LARGE EXTENDED CAB PICKUP w/4-WHEEL DRIVE & DUAL REAR WHEELS: 10,000 lb. GVWR minimum, 8-foot Straight Side Body, V-8 or V10 Engine, Automatic Transmission. Make: Chevy Model: Silverado CK35953-1WT Bid Price: \$22,901.00 Prompt payment discount (if paid within 20 days) reduces price to \$22,855.20 Price May Change Due To Additions And Deletions On Options As Required.	\$0.000000 \$0.000000
5	0.00000		0700659  AUTOMOBILES, POLICE SPECIAL, 4 DOOR SEDAN If you request that the dealer deliver a vehicle to locations other than to DAS Fleet Services in Des Moines, the delivery cost is limited to a fee of \$1.00 per mile (one way). Spec. # RLED02, DAS, of eRFB # S800 10/12/05. LARGE-SIZE FOUR (4) DOOR REAR WHEEL DRIVE ENFORCEMENT SEDAN, POLICE TYPE, PASSENGER AND CARGO SPACE MUST BE 120 CU. FT BUT LESS THAN 130 CU. FT. (DODGE CHARGER POLICE VEHICLE). Make: Dodge Model: Charger Police LXDH48-29A Bid Price:	\$0.000000 \$0.000000



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LINE NO.	QUANTITY / SERVICE DATES	UNIT	COMMODITY / DESCRIPTION	UNIT COST / PRICE OF SERVICE
6	0.00000		<p>\$22,627.00  Prompt payment discount (if paid within 20 days) reduces price to \$22,581.00  Price May Change Due To Additions And Deletions On Options As Required.  0700659</p>	<p>\$0.000000  \$0.000000</p>
7	0.00000		<p>AUTOMOBILES, POLICE SPECIAL, 4 DOOR SEDAN  If you request that the dealer deliver a vehicle to locations other than to DAS Fleet Services in Des Moines, the delivery cost is limited to a fee of \$1.00 per mile (one way).  Spec. # RLED03, DAS, of eRFB # S800 10/12/05.  LARGE-SIZE FOUR (4) DOOR REAR WHEEL DRIVE ENFORCEMENT SEDAN, POLICE TYPE, NOT EPA DEFINED. PASSENGER AND CARGO SPACE MUST BE 130 CU. FT (DODGE MAGNUM POLICE VEHICLE).  Make: Dodge Model: Magnum Police LXDH49-29A Bid Price: \$24,414.00  Prompt payment discount (if paid within 20 days) reduces price to \$24,365.17  Price May Change Due To Additions And Deletions On Options As Required.  07006</p>	<p>\$0.000000  \$0.000000</p>
8	0.00000		<p>Automobiles  If you request that the dealer deliver a vehicle to locations other than to DAS Fleet Services in Des Moines, the delivery cost is limited to a fee of \$1.00 per mile (one way).  Spec. # SP02, DAS, of eRFB # S800 10/12/05.  Mid-Size, 2 or 4 door specialty coupe must be 110 cuft or greater but less than 120 cuft.  "Multiple award"  Make: Buick Model: LACROSSE 4WC19-CX Bid Price: \$16,537.00  Price May Change Due To Additions And Deletions On Options As Required.  07006</p>	<p>\$0.000000  \$0.000000</p>
9	0.00000		<p>Automobiles  If you request that the dealer deliver a vehicle to locations other than to DAS Fleet Services in Des Moines, the delivery cost is limited to a fee of \$1.00 per mile (one way).  Spec. # SP02, DAS, of eRFB # S800 10/12/05.  Mid-Size, 2 or 4 door specialty coupe must be 110 cuft or greater but less than 120 cuft.  "Multiple award"  Make: Pontiac Model: Grand Prix 2WP69 Bid Price: \$15,926.00  Price May Change Due To Additions And Deletions On Options As Required.  07006</p>	<p>\$0.000000  \$0.000000</p>
10	0.00000		<p>Automobiles  If you request that the dealer deliver a vehicle to locations other than to DAS Fleet Services in Des Moines, the delivery cost is limited to a fee of \$1.00 per mile (one way).  Spec. # SP02, DAS, of eRFB # S800 10/12/05.  Mid-Size, 2 or 4 door specialty coupe must be 110 cuft or greater but less than 120 cuft.  "Multiple award"  Make: Pontiac Model: G6 - GT 2ZH37 Bid Price: \$16,938.00  Price May Change Due To Additions And Deletions On Options As Required.  07006</p>	<p>\$0.000000  \$0.000000</p>
			<p>Automobiles  If you request that the dealer deliver a vehicle to locations other than to DAS Fleet Services in Des Moines, the delivery cost is limited to a fee of \$1.00 per mile (one way).  Spec. # SP03, DAS, of eRFB # S800 10/12/05.  Full Size Four (4) Door Specialty Sedan must be 120 cuft or greater.  "Multiple award"  Make: Chevy Model: Impala LT 1WT19 LT Bid Price: \$15,851.00  Price May Change Due To Additions And Deletions On Options As</p>	



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11	0.00000		Required. 07006	\$0.000000 \$0.000000
			Automobiles If you request that the dealer deliver a vehicle to locations other than to DAS Fleet Services in Des Moines, the delivery cost is limited to a fee of \$1.00 per mile (one way). Spec. # SP03, DAS, of eRFB # S800 10/12/05. Full Size Four (4) Door Specialty Sedan must be 120 cuft or greater. "Multiple award" Make: Dodge Model: Magnum LXDH49-27G Bid Price: \$20,725.00 Price May Change Due To Additions And Deletions On Options As Required.	
12	0.00000		Required. 07006	\$0.000000 \$0.000000
			Automobiles If you request that the dealer deliver a vehicle to locations other than to DAS Fleet Services in Des Moines, the delivery cost is limited to a fee of \$1.00 per mile (one way). Spec. # SP03, DAS, of eRFB # S800 10/12/05. Full Size Four (4) Door Specialty Sedan must be 120 cuft or greater. "Multiple award" Make: Chrysler Model: 300 LXCH48-22F Bid Price: \$19,529.00 Price May Change Due To Additions And Deletions On Options As Required.	
13	0.00000		Required. 07048	\$0.000000 \$0.000000
			Trucks (One Ton and Less Capacity) If you request that the dealer deliver a vehicle to locations other than to DAS Fleet Services in Des Moines, the delivery cost is limited to a fee of \$1.00 per mile (one way). Spec. # SPU11, DAS, of eRFB # S800 10/12/05. LARGE EXTENDED CAB PICKUP: 6,000 lb. GVWR minimum, 6 ft. Straight Side Body, E85 FFV V8 Engine, Automatic Transmission. Make: Chevy Model: Silverado CC15753 1WT Bid Price: \$16,669.00 Prompt payment discount (if paid within 20 days) reduces price to \$16,635.66 Price May Change Due To Additions And Deletions On Options As Required.	
14	0.00000		Required. 07048	\$0.000000 \$0.000000
			Trucks (One Ton and Less Capacity) If you request that the dealer deliver a vehicle to locations other than to DAS Fleet Services in Des Moines, the delivery cost is limited to a fee of \$1.00 per mile (one way). Spec. # SPU12, DAS, of eRFB # S800 10/12/05. LARGE EXTENDED CAB PICKUP: 6,000 lb. GVWR minimum, 6 ft. Straight Side Body, V6 Engine, Automatic Transmission. Make: Chevy Model: Silverado 1500 CC15753 1WT Bid Price: \$15,464.00 Prompt payment discount (if paid within 20 days) reduces price to \$15,433.07 Price May Change Due To Additions And Deletions On Options As Required.	
15	0.00000		Required. 07048	\$0.000000 \$0.000000
			Trucks (One Ton and Less Capacity) If you request that the dealer deliver a vehicle to locations other than to the University of Iowa in Iowa City, the delivery cost is limited to a fee of \$1.00 per mile (one way). Spec. # SPU22, U od I, of eRFB # S800 10/12/05. LARGE EXTENDED CAB PICKUP W/4-WHEEL DRIVE: 6000 LB. GVWR minimum, 6 ft. Straight Side Body, E85 FFV Engine, Automatic Transmission. Make: Chevy Model: Silverado CK15953-1WT Bid Price: \$19,449.00 Prompt payment discount (if paid within 20 days) reduces price to \$19,410.00 Price May Change Due To Additions And Deletions On Options As Required.	



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16	0.00000		07092390504	\$0.000000 \$0.000000
			<p>MINI-VAN, FRONT WHEEL DRIVE</p> <p>If you request that the dealer deliver a vehicle to locations other than to DAS Fleet Services in Des Moines, the delivery cost is limited to a fee of \$1.00 per mile (one way).</p> <p>Spec. # VN05, DAS, of eRFB # S800 10/12/05.</p> <p>EXTENDED FRONT WHEEL DRIVE MINI PASSENGER VAN W/7-PASSENGER SEATING: 5,300 lb. GVWR minimum, E85 FFV Engine, Automatic Overdrive Transaxle.</p> <p>Make: Dodge Model: Grand Caravan SE RSKL53-25J Bid Price: \$16,998.00</p> <p>Prompt payment discount (if paid within 20 days) reduces price to \$16,964.00</p> <p>Price May Change Due To Additions And Deletions On Options As Required.</p>	
17	0.00000		07092390504	\$0.000000 \$0.000000
			<p>MINI-VAN, FRONT WHEEL DRIVE</p> <p>If you request that the dealer deliver a vehicle to locations other than to the University of Northern Iowa in Cedar Falls, the delivery cost is limited to a fee of \$1.00 per mile (one way).</p> <p>Spec. # VN07, UNI, of eRFB # S800 10/12/05.</p> <p>EXTENDED FRONT WHEEL DRIVE MINI WINDOW VAN W/7-PASSENGER SEATING: 5,350 lb. GVWR minimum, E85 FFV Engine, Automatic Transmission..</p> <p>Make: Dodge Model: Grand Caravan SE RSKL53-25J Bid Price: \$16,675.00</p> <p>Prompt payment discount (if paid within 20 days) reduces price to \$16,641.65</p> <p>Price May Change Due To Additions And Deletions On Options As Required.</p>	
18	0.00000		07006	\$0.000000 \$0.000000
			<p>Automobiles</p> <p>If you request that the dealer deliver a vehicle to locations other than to DAS Fleet Services in Des Moines, the delivery cost is limited to a fee of \$1.00 per mile (one way).</p> <p>Spec. # SP03, DAS, of eRFB # S800 10/12/05.</p> <p>Full Size Four (4) Door Specialty Sedan must be 120 cuft or greater.</p> <p>"Multiple award"</p> <p>Make: Dodge Model: Magnum LXDH49-27G Bid Price: \$20,725.00</p> <p>Price May Change Due To Additions And Deletions On Options As Required.</p>	
19	0.00000		0700659	\$0.000000 \$0.000000
			<p>AUTOMOBILES, POLICE SPECIAL, 4 DOOR SEDAN</p> <p>If you request that the dealer deliver a vehicle to locations other than to the University of Iowa in Iowa City, the delivery cost is limited to a fee of \$1.00 per mile (one way).</p> <p>Spec. # RLED01, U of I, of eRFB # S800 10/12/05. Re-bid on DOT Proposal # 002587 11/21/05.</p> <p>LARGE-SIZE FOUR (4) DOOR REAR WHEEL DRIVE ENFORCEMENT SEDAN, POLICE TYPE, PASSENGER AND CARGO SPACE MUST BE 120 CU. FT BUT LESS THAN 130 CU. FT. (DODGE CHARGER POLICE VEHICLE).</p> <p>Make: Dodge Model: Charger Police LXDH48-29A 3.5L V6 Bid Price: \$22,782.00</p> <p>Price May Change Due To Additions And Deletions On Options As Required.</p>	



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## **TERMS AND CONDITIONS**

### **Incorporation**

The Request for Proposal and/or bid documents for this project and the vendor's proposal in response to the RFP or Bid together with any clarifications, attachments, appendices, or amendments of the State or the Vendor are incorporated into this Contract by reference as if fully set forth in this Contract.

### **Remedies upon Default**

In any case where the vendor has failed to deliver or has delivered non-conforming goods and/or services, the State shall provide a cure notice. The notice to cure shall state the maximum length of time the vendor has to cure. If after the time period stated in the notice to cure has passed, the vendor continues to be in default, the State may procure goods and/or services in substitution from another source and charge the difference between the contracted price and the market price to the defaulting vendor. The State's Attorney General shall be requested to make collection from the defaulting vendor.

### **Force Majeure**

Force majeure includes acts of God, war, civil disturbance and any other causes which are beyond the control and anticipation of the party affected and which, by the exercise of reasonable diligence, the party was unable to anticipate or prevent. These provisions of force majeure also apply to subcontractors or suppliers of the Vendor. Force majeure does not include financial difficulties of the Vendor or any associated company of the Vendor, or claims or court orders that restrict the Vendor's ability to deliver the goods or services contemplated by this Agreement. Neither the Vendor nor the State shall be liable to the other for any delay or failure of performance of this Agreement caused by a force majeure, and not as a result of the fault or negligence of a party.

### **Subcontractors**

The successful vendor shall be responsible for all acts and performance of any subcontractor or secondary supplier that the successful vendor may engage for the completion of any contract with the State. A delay that results from a subcontractor's conduct, negligence or failure to perform shall not exempt the vendor from default remedies. The successful vendor shall be responsible for payment to all subcontractors and all other third parties.

### **Termination-Non-Appropriation**

Notwithstanding any other provision of this contract, if funds anticipated for the continued fulfillment of this contract are at any time not forthcoming or insufficient, either through the failure of the State to appropriate funds, discontinuance or material alteration of the program for which funds were provided, then the State shall have the right to terminate this contract without penalty by giving not less than thirty (30) days written notice documenting the lack of funding, discontinuance or program alteration.

### **Immunity of State/Fed Agencies**

The vendor shall defend and hold harmless the State and Federal funding source for the State of Iowa from liability arising from the vendor's performance of this contract and the vendor's activities with subcontracted and all other third parties.

### **Assignment**

Vendors may not assign contracts or purchase orders to any party (including financial institutions) without written permission of the General Services Enterprise - Purchasing.

### **Anti-Trust Assignment**

For good cause and as consideration for executing this purchase order, the vendor, through its duly authorized agent, conveys, sells, assigns, and transfers to the State of Iowa all rights, title and interest in and to all causes of action it may now or hereafter acquire under the anti-trust laws of the United States and the State of Iowa, relating to the particular goods or services purchased or acquired by the State of Iowa pursuant to the using State of Iowa agency.

### **Delivery and Acceptance**

When an award has been made to a vendor and the purchase order issued, deliveries are to be made in the following manner.

- A. Deliveries - All deliveries are to be made only to the point specified on the purchase order. If delivery is made to any other point, it shall be the responsibility of the vendor to promptly reship to the correct location. Failure to deliver procured goods on time may result in cancellation of an order or termination of a contract at the option of the State.
- B. Delivery Charges - All delivery charges should be to the account of the vendor whenever possible. If not, all delivery charges should be prepaid by vendor and added to the invoice.
- C. Notice of Rejection - The nature of any rejections of a shipment, based on apparent deficiencies disclosed by ordinary methods of inspection, will be given by the receiving agency to the vendor and carrier within a reasonable time after delivery of the item, with a copy of this notice to the General Services Enterprise - Purchasing. Notice of latent deficiencies which would make items unsatisfactory for the purpose intended may be given by the State of Iowa at any time after acceptance.

### **Delivery and Acceptance (cont)**

- D. Disposition of Rejected item - The vendor must remove at the vendor's expense any item rejected by the State. If the vendor fails to remove that rejected item, the State may dispose of the item by offering the same for sale, deduct any accrued expense and remit the balance to the vendor.
- E. Testing After Delivery - Laboratory analysis of an item or other means of testing may be required after delivery. In such cases, vendors will be notified in writing that a special test is being made and that payment will be withheld until completion of the testing process.

### **Title to Goods**

The vendor warrants that the goods purchased hereunder are free from all liens, claims or encumbrances.

### **Indemnification**

To the extent that goods are not manufactured in accordance with the State's design, the vendor shall defend, indemnify and hold harmless the State of Iowa, the State's assignees, and other users of the goods from and against any claim of infringement of any Letter Patent, Trade Names, Trademark, Copyright or Trade Secrets by reason of sale or use of any articles purchased hereunder. The State shall promptly notify the vendor of any such claim.

### **Nondiscrimination**

The vendor is subject to and must comply with all federal and state requirements concerning fair employment and will not discriminate between or among them by reason of race, color, religion, sex, national origin or physical handicap.

### **Warranty**

The vendor expressly warrants that all goods supplied shall be merchantable in accordance with the Uniform Commercial Code, Section 2-314 and the Iowa Code, Section 554.2314.

### **Taxes**



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The State of Iowa is exempt from the payment of Iowa sales tax, motor vehicle fuel tax and any other Iowa tax that may be applied to a specified commodity and/or service. Contractors performing construction activities are required to pay state sales tax on the cost of materials. The Iowa Department of Revenue exemption letter will be furnished to a vendor upon request.

**Hazardous Material**

All packaging, transportation, and handling of hazardous materials shall be in accordance with applicable federal and state regulations including, but not limited to, the Material Safety Data Sheet provision of O.S.H.A. Hazard Communication Standard 29CFR 1910.1200, and Iowa Administrative Code, Chapter 567.

**Public Records**

The laws of the State of Iowa require procurement records to be made public unless exempted by the Code of Iowa.

**Miscellaneous**

The terms and provisions of this contract shall be construed in accordance with the laws of the State of Iowa. Any and all litigation or actions commenced in connection with this contract shall be brought in Des Moines, Iowa, in Polk County District Court for the State of Iowa. If however, jurisdiction is not proper in Polk County District Court, the action shall only be brought in the United States District Court for the Southern District of Iowa, Central Division, providing that jurisdiction is proper in that forum. This provision shall not be construed as waiving any immunity to suit or liability, which may be available to the State of Iowa.

If any provision of this contract is held to be invalid or unenforceable, the remainder shall be valid and enforceable.

**Records Retention**

The vendor shall maintain books, records, and documents which sufficiently and properly document and calculate all charges billed to the State of Iowa throughout the term of this Agreement for a period of at least five (5) years following the date of final payment or completion of any required audit, whichever is later. The vendor shall at, no charge, permit the Auditor of the State of Iowa, or any authorized representative of the State (or where federal funds are involved, the Comptroller General of the United States or any other authorized representative of the United States government) to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records, or other records of the vendor relating to orders, invoices, or payments documentation or materials pertaining to this Agreement.

**Independent Contractor**

The vendor is an independent contractor performing services for the State of Iowa, and as such shall not hold itself out as an employee or agent of the State.

**Performance Monitoring**

For all service contracts, the requirements of Iowa Code sections 8.47 shall be incorporated into final terms and conditions of the contract.

**N30**

NET 30 DAYS